

**AMENDMENT TO H.R. 4205, AS REPORTED
OFFERED BY MR. SKELTON OF MISSOURI**

Strike title XV (page 354, line 6, through page 359,
line 16) and insert the following:

1 **TITLE XV—LAND CONVEYANCE**
2 **REGARDING VIEQUES IS-**
3 **LAND, PUERTO RICO**

4 **SEC. 1501. CONVEYANCE OF NAVAL AMMUNITION SUPPORT**
5 **DETACHMENT, VIEQUES ISLAND.**

6 (a) CONVEYANCE REQUIRED.—

7 (1) PROPERTY TO BE CONVEYED.—(1) Subject
8 to subsection (b), the Secretary of the Navy shall
9 convey, without consideration, to the Commonwealth
10 of Puerto Rico all right, title, and interest of the
11 United States in and to the land constituting the
12 Naval Ammunition Support detachment located on
13 the western end of Vieques Island, Puerto Rico.

14 (2) TIME FOR CONVEYANCE.—The Secretary of
15 the Navy shall complete the conveyance required by
16 paragraph (1) not later than December 31, 2000.

17 (3) PURPOSE OF CONVEYANCE.—The convey-
18 ance under paragraph (1) is being made for the ben-
19 efit of the Municipality of Vieques, Puerto Rico, as

1 determined by the Planning Board of the Common-
2 wealth of Puerto Rico.

3 (b) RESERVED PROPERTY NOT SUBJECT TO CON-
4 VEYANCE.—

5 (1) RADAR AND COMMUNICATIONS FACILI-
6 TIES.—The conveyance required by subsection (a)
7 shall not include that portion of the Naval Ammuni-
8 tion Support detachment consisting of the following:

9 (A) Approximately 100 acres on which is
10 located the Relocatable Over-the-Horizon Radar
11 and the Mount Pirata telecommunications fa-
12 cilities.

13 (B) Such easements, rights-of-way, and
14 other interests retained by the Secretary of the
15 Navy as the Secretary considers necessary—

16 (i) to provide access to the property
17 retained under subparagraph (A);

18 (ii) for the provision of utilities and
19 security for the retained property; and

20 (iii) for the effective maintenance and
21 operation of the retained property.

22 (2) OTHER SITES.—The United States may re-
23 tain such other interests in the property conveyed
24 under subsection (a) as—

1 (A) the Secretary of the Navy considers
2 necessary, in the discharge of responsibilities
3 under subsection (d), to protect human health
4 and the environment; and

5 (B) the Secretary of the Interior considers
6 necessary to discharge responsibilities under
7 subsection (f), as provided in the co-manage-
8 ment agreement referred to in such subsection.

9 (c) DESCRIPTION OF PROPERTY.—The Secretary of
10 the Navy, in consultation with the Secretary of the Inte-
11 rior on issues relating to natural resource protection under
12 subsection (f), shall determine the exact acreage and legal
13 description of the property required to be conveyed pursu-
14 ant to subsection (a), including the legal description of any
15 easements, rights of way, and other interests that are re-
16 tained pursuant to subsection (b).

17 (d) ENVIRONMENTAL RESTORATION.—

18 (1) OBJECTIVE OF CONVEYANCE.—An impor-
19 tant objective of the conveyance required by this sec-
20 tion is to promote timely redevelopment of the con-
21 veyed property in a manner that enhances employ-
22 ment opportunities and economic redevelopment,
23 consistent with all applicable environmental require-
24 ments and in full consultation with the Governor of

1 Puerto Rico, for the benefit of the residents of
2 Vieques Island.

3 (2) CONVEYANCE DESPITE RESPONSE NEED.—

4 If the Secretary of the Navy, by December 31, 2000,
5 is unable to provide the covenant required by section
6 120(h)(3)(A)(ii)(I) of the Comprehensive Environ-
7 mental Response, Compensation and Liability Act of
8 1980 (42 U.S.C. 9620(h)(3)(A)(ii)(I)) with respect
9 to the property to be conveyed, the Secretary shall
10 still complete the conveyance by that date, as re-
11 quired by subsection (a)(2). The Secretary shall re-
12 main responsible for completing all response actions
13 required under such Act. The completion of the re-
14 sponse actions shall not be delayed on account of the
15 conveyance.

16 (3) CONTINUED NAVY RESPONSIBILITY.—The
17 Secretary of the Navy shall remain responsible for
18 the environmental condition of the property, and the
19 Commonwealth of Puerto Rico shall not be respon-
20 sible for any condition existing at the time of the
21 conveyance.

22 (4) SAVINGS CLAUSE.—All response actions
23 with respect to the property to be conveyed shall
24 take place in compliance with current law.

25 (e) INDEMNIFICATION.—

1 (1) ENTITIES AND PERSONS COVERED; EX-
2 TENT.—(A) Except as provided in subparagraph
3 (C), and subject to paragraph (2), the Secretary of
4 Defense shall hold harmless, defend, and indemnify
5 in full the persons and entities described in subpara-
6 graph (B) from and against any suit, claim, demand
7 or action, liability, judgment, cost or other fee aris-
8 ing out of any claim for personal injury or property
9 damage (including death, illness, or loss of or dam-
10 age to property or economic loss) that results from,
11 or is in any manner predicated upon, the release or
12 threatened release of any hazardous substance or
13 pollutant or contaminant as a result of Department
14 of Defense activities at those parts of the Naval Am-
15 munition Support detachment conveyed pursuant to
16 subsection (a).

17 (B) The persons and entities described in this
18 paragraph are the following:

19 (i) The Commonwealth of Puerto Rico (in-
20 cluding any officer, agent, or employee of the
21 Commonwealth of Puerto Rico), once Puerto
22 Rico acquires ownership or control of the Naval
23 Ammunition Support Detachment by the con-
24 veyance under subsection (a).

1 (ii) Any political subdivision of the Com-
2 monwealth of Puerto Rico (including any offi-
3 cer, agent, or employee of the Commonwealth of
4 Puerto Rico) that acquires such ownership or
5 control.

6 (iii) Any other person or entity that ac-
7 quires such ownership or control.

8 (iv) Any successor, assignee, transferee,
9 lender, or lessee of a person or entity described
10 in clauses (i) through (iii).

11 (C) To the extent the persons and entities de-
12 scribed in subparagraph (B) contributed to any such
13 release or threatened release, subparagraph (A) shall
14 not apply.

15 (2) CONDITIONS ON INDEMNIFICATION.—No in-
16 demnification may be afforded under this subsection
17 unless the person or entity making a claim for
18 indemnification—

19 (A) notifies the Secretary of Defense in
20 writing within two years after such claim ac-
21 crues or begins action within six months after
22 the date of mailing, by certified or registered
23 mail, of notice of final denial of the claim by
24 the Secretary of Defense;

1 (B) furnishes to the Secretary of Defense
2 copies of pertinent papers the entity receives;

3 (C) furnishes evidence of proof of any
4 claim, loss, or damage covered by this sub-
5 section; and

6 (D) provides, upon request by the Sec-
7 retary of Defense, access to the records and
8 personnel of the entity for purposes of defend-
9 ing or settling the claim or action.

10 (3) RESPONSIBILITIES OF SECRETARY OF DE-
11 FENSE.—(A) In any case in which the Secretary of
12 Defense determines that the Department of Defense
13 may be required to make indemnification payments
14 to a person under this subsection for any suit, claim,
15 demand or action, liability, judgment, cost or other
16 fee arising out of any claim for personal injury or
17 property damage referred to in paragraph (1)(A),
18 the Secretary may settle or defend, on behalf of that
19 person, the claim for personal injury or property
20 damage.

21 (B) In any case described in subparagraph (A),
22 if the person to whom the Department of Defense
23 may be required to make indemnification payments
24 does not allow the Secretary of Defense to settle or
25 defend the claim, the person may not be afforded in-

1 demnification with respect to that claim under this
2 subsection.

3 (4) ACCRUAL OF ACTION.—For purposes of
4 paragraph (2)(A), the date on which a claim accrues
5 is the date on which the plaintiff knew (or reason-
6 ably should have known) that the personal injury or
7 property damage referred to in paragraph (1) was
8 caused or contributed to by the release or threatened
9 release of a hazardous substance or pollutant or con-
10 taminant as a result of Department of Defense ac-
11 tivities at any part of the Naval Ammunition Sup-
12 port Detachment conveyed pursuant to subsection
13 (a).

14 (5) RELATIONSHIP TO OTHER LAWS.—Nothing
15 in this subsection shall be construed as affecting or
16 modifying in any way subsection 120(h) of the Com-
17 prehensive Environmental Response, Compensation,
18 and Liability Act of 1980 (42 U.S.C. 9620(h)).

19 (6) DEFINITIONS.—In this subsection, the
20 terms “hazardous substance”, “release”, and “pol-
21 lutant or contaminant” have the meanings given
22 such terms under paragraphs (9), (14), (22), and
23 (33) of section 101 of the Comprehensive Environ-
24 mental Response, Compensation, and Liability Act
25 of 1980 (42 U.S.C. 9601).

1 (f) MANAGEMENT.—

2 (1) CO-MANAGEMENT OF CONSERVATION
3 ZONES.—Those areas on the western end of the
4 Vieques Island designated as Conservation Zones in
5 section IV of the 1983 Memorandum of Under-
6 standing between the Commonwealth of Puerto Rico
7 and the Secretary of the Navy shall be subject to a
8 co-management agreement among the Common-
9 wealth of Puerto Rico, the Puerto Rico Conservation
10 Trust and the Secretary of the Interior. Areas adja-
11 cent to these Conservation Zones shall also be con-
12 sidered for inclusion under the co-management
13 agreement. Adjacent areas to be included under the
14 co-management agreement shall be mutually agreed
15 to by the Commonwealth of Puerto Rico and the
16 Secretary of the Interior. This determination of in-
17 clusion of lands shall be incorporated into the co-
18 management agreement process as set forth in para-
19 graph (2). In addition, the Sea Grass Area west of
20 Mosquito Pier, as identified in the 1983 Memo-
21 randum of Understanding, shall be included in the
22 co-management plan to be protected under the laws
23 of the Commonwealth of Puerto Rico.

24 (2) CO-MANAGEMENT PURPOSES.—All lands
25 covered by the co-management agreement shall be

1 managed to protect and preserve the natural re-
2 sources of these lands in perpetuity. The Common-
3 wealth of Puerto Rico, the Puerto Rico Conservation
4 Trust, and the Secretary of the Interior shall follow
5 all applicable Federal environmental laws during the
6 creation and any subsequent amendment of the co-
7 management agreement, including the National En-
8 vironmental Policy Act of 1969, the Endangered
9 Species Act of 1973, and the National Historic Pres-
10 ervation Act. The co-management agreement shall
11 be completed prior to any conveyance of the property
12 under subsection (a), but not later than December
13 31, 2000. The Commonwealth of Puerto Rico shall
14 implement the terms and conditions of the co-man-
15 agement agreement, which can only be amended by
16 agreement of the Commonwealth of Puerto Rico, the
17 Puerto Rico Conservation Trust, and the Secretary
18 of the Interior.

19 (3) ROLE OF NATIONAL FISH AND WILDLIFE
20 FOUNDATION.—Contingent on funds being available
21 specifically for the preservation and protection of
22 natural resources on Vieques Island, amounts nec-
23 essary to carry out the co-management agreement
24 may be made available to the National Fish and
25 Wildlife Foundation to establish and manage an en-

1 dowment for the management of lands transferred to
2 the Commonwealth of Puerto Rico and subject to
3 the co-management agreement. The proceeds from
4 investment of the endowment shall be available on
5 an annual basis. The Foundation shall strive to le-
6 verage annual proceeds with non-Federal funds to
7 the fullest extent possible.